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**DECLARATION FOR UTILITY PATENT APPLICATION**

As a below-named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name;

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

**COMPACT POLARIZATION INSENSITIVE CIRCULATORS WITH  
SIMPLIFIED STRUCTURE AND LOW POLARIZATION MODE DISPERSION**

the specification of which

  X   is attached hereto.  
       was filed on        as Application No.         
and was amended on \*       .  
(If Applicable)

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, §1.56(a) which states in relevant part: "Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section....The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by §§ 1.97(b)-(d) and 1.98."

I hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate as indicated below and have also identified below any foreign application for patent or inventor's certificate on this invention having a filing date before that of the application on which priority is claimed:

Prior Foreign Application(s)			Priority Claimed	
<u>      </u> (Number)	<u>      </u> (Country)	<u>      </u> (Day/Month/Year Filed)	<u>      </u> Yes	<u>      </u> No
<u>      </u> (Number)	<u>      </u> (Country)	<u>      </u> (Day/Month/Year Filed)	<u>      </u> Yes	<u>      </u> No

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s), and under §119(e) of any United States provisional application(s), listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulation, §1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

_____ (Application Serial No.)	_____ (Filing Date)	_____ (Patented, Pending, Abandoned)
_____ (Application Serial No.)	_____ (Filing Date)	_____ (Patented, Pending, Abandoned)

Address all correspondence to:

Paul Davis  
Wilson Sonsini Goodrich & Rosati  
650 Page Mill Road  
Palo Alto, CA 94304

Direct all telephone calls to David Abraham at (650) 493-9300.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, United States Code, §1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of sole or  
first inventor:

Ping Xie

Inventor's signature:

Ping Xie

Date:

Aug 17, 1998

Citizenship:

Peoples' Republic of China

Residence:

1272 Chessington Dr., San Jose, CA 95131

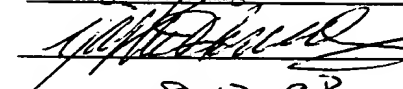
Post Office Address:

Same as above.

Full name of second joint  
inventor, if any:

Yonglin Huang

Inventor's signature:



Date:

8-17-98

Citizenship:

Peoples' Republic of China

Residence:

2463 Flickinger Rd., San Jose, CA 95131

Post Office Address:

Same as above.

10629-862

POWER OF ATTORNEY BY ASSIGNEE TO EXCLUSION OF INVENTOR  
UNDER 37 C.F.R. § 3.71 WITH REVOCATION OF PRIOR POWERS

The undersigned ASSIGNEE of the entire interest in an application for letters patent entitled COMPACT POLARIZATION INSENSITIVE CIRCULATORS WITH SIMPLIFIED STRUCTURE AND LOW POLARIZATION MODE DISPERSION, filed herewith, hereby appoints the following attorneys of Wilson Sonsini Goodrich & Rosati:

Paul Davis	29,294	Mark A. Haynes	30,846
John J. Bruckner	35,816	David J. Weitz	38,362
Kent R. Richardson	39,443	Charles C. Cary	36,764
David J. Abraham	39,554	U.P. Peter Eng	39,666
George A. Willman	41,378	Henry Groth	39,696
Travis L. Dodd	P42,491	Jinntung Su	P42,174

and all Wilson Sonsini Goodrich & Rosati attorneys registered to practice before the United States Patent and Trademark Office, to prosecute this application and transact all business in the United States Patent and Trademark Office in connection therewith and hereby revokes all prior powers of attorney; said appointment to be to the exclusion of the inventors and the inventors' attorneys in accordance with the provisions of 37 C.F.R. § 3.71.

The following evidentiary documents establish a chain of title from the original owner to the Assignee:

X a copy of an Assignment attached hereto, which Assignment has been (or is herewith) forwarded to the Patent and Trademark Office for recording; or

— the Assignment recorded on \_\_\_\_\_ at reel \_\_\_, frames \_\_\_ - \_\_\_.

Pursuant to 37 C.F.R. § 3.73(b) the undersigned Assignee hereby states that evidentiary documents have been reviewed and hereby certifies that, to the best of ASSIGNEE's knowledge and belief, title is in the identified ASSIGNEE.

Direct all telephone calls to David J. Abraham, (650) 493-9300

Address all correspondence to:

Paul Davis  
WILSON SONSINI GOODRICH & ROSATI  
650 Page Mill Road  
Palo Alto, California 94304-1050

ASSIGNEE: NEW FOCUS, INC.

Name: [Signature]  
(Signature)

Name: Timothy Day  
(Print or Type)

Title: VP Scientific Division

Date: 8/17/98

**JOINT TO CORPORATE  
ASSIGNMENT**

WHEREAS, the undersigned,

XIE, Ping  
1272 Chessington Dr.  
San Jose, CA 95131

and

HUANG, Yonglin  
2463 Flickinger Rd.  
San Jose, CA 95131

hereinafter termed "Inventors", have invented certain new and useful improvements in

**COMPACT POLARIZATION INSENSITIVE CIRCULATORS WITH  
SIMPLIFIED STRUCTURE AND LOW POLARIZATION MODE DISPERSION**

and have on an even date herewith, executed a Declaration for an application for a United States patent disclosing and identifying the above invention; and

WHEREAS, New Focus, Inc., a corporation of the State of California, having a place of business at 2630 Walsh Ave., Santa Clara, CA 95051, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any

patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

State of California )

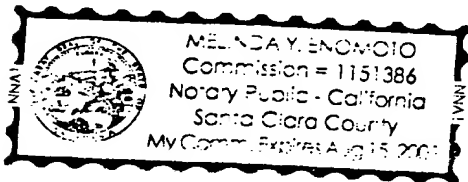
County of Santa Clara )

On AUGUST 17, 1998, before me, MELINDA ENOMOTO  
personally appeared PING XIE

☒ personally known to me or ☐ proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Melinda Y. Enomoto  
(Notary Public)

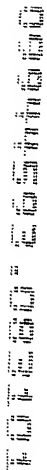


Ping Xie  
Ping Xie

August 17, 1998  
Date

~~Yonglin Huang~~

Date



)

)

personally appeared YONGLIN HUANG,

☒ personally known to me or ☐ proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

**WITNESS my hand and official seal.**

Meha Y. Gut

(Notary Public)